

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

CONVERGEN ENERGY WI LLC

Plaintiffs,

Index No. 20-cv-00543

-against-

L'ANSE WARDEN ELECTRIC COMPANY, LLC

Defendants.

**DECLARATION OF CAMILO PATRIGNANI**

I, Camilo Patrignani, declare:

1. My name is Camilo Patrignani. If I were asked to testify, I would testify consistent with this declaration, and I have personal knowledge of all facts set forth herein.

2. I am Senior Energy Advisor with Libra Capital US, Inc., which provides management services to Libra Group in overseeing its portfolio of companies including L'Anse Warden Electric Company, LLC ("L'Anse").

3. L'Anse is owned by Convergen Energy, LLC. Convergen Energy, LLC is ultimately owned by the Libra Group.

4. Convergen Energy WI, LLC ("CEW") was a subsidiary of Convergen Energy, LLC.

5. The supply agreement is part of a fraudulent scheme. Prior to January 31, 2020, there was no contract for fuel pellets and L'Anse ordered pellets at its sole discretion. CEW billed L'Anse via invoice. L'Anse is operating under the status quo prior to the fraud.

6. Theodore Hansen and Brian Mikkelsen are named co-conspirators in the complaint filed by L’Anse in the Southern District of New York and were managing L’Anse and sending payment essentially to themselves as executives at CEW until the fraud was discovered.

7. The balance for pellets sought by CEW is pursuant to a fraudulent agreement. In addition, L’Anse is offsetting its damages against CEW as alleged in the complaint filed in the Southern District of New York.

8. CEW was sold in a fraudulent transaction to a purported third-party. Steven Brooks (‘Brooks’), an employee of Libra Capital US, Inc. at the time of the sale, was charged with negotiating the sale on behalf of the seller but his interests secretly lay with the seller.

9. Brook secretly signed a \$2.3 million personal guaranty to finance NianticVista Energy, LLC’s acquisition of CEW.

10. In part, this flagrant omission has led L’Anse and the other plaintiffs in the New York action to believe Brooks secretly retained an interest in CEW and was negotiating on his own behalf against his employer.

11. The November 5, 2019 offer by NianticVista Energy, LLC made for CEW was through Brooks and stated: “As a condition to closing, a supply agreement between the Company and its affiliate, the L’Anse Warden Electric Company, must be executed under standard market terms.” This offer and condition came about before the BMO bank loan documentation related to the sale of CEW.

12. The parties did not act at BMO’s direction but rather pursuant to the offer by NianticVista Energy, LLC.

13. The parties did not “negotiate” because Brooks was misinforming L’Anse and secretly double dealing for himself. The supply agreement was not negotiated at arm’s-length.

14. CEW is seeking to enforce the supply agreement created, “negotiated,” consummated, and executed in New York by two bad actors (both named in the New York action) who were aligned in the fraud and based in New York.

15. L’Anse is not under a “planned shutdown” but a scheduled outage for maintenance.

16. I declare under penalty of perjury that the foregoing is true and correct.

Dated this 23<sup>rd</sup> day of June, 2020.

*Electronically signed by Camilo Patrignani*

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Camilo Patrignani